

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

ANGELINE SWINTON, Individually, ANGELINE
SWINTON, as the Mother and Natural Guardian for
L.B., L.B., as infant, by his Mother and Natural
Guardian Angeline Swinton,

Plaintiffs,

-against-

UNITED STATES OF AMERICA,

Defendant.

Civil Action

21 Civ. 10827 (SN)

**INFANT'S
COMPROMISE ORDER**

INFANT'S COMPROMISE ORDER

Plaintiff ANGELINE SWINTON, Individually and as the Mother and Natural Guardian for L.B., having moved for an Order authorizing and empowering her to compromise this action on behalf of the minor child Plaintiff L.B.; and

With the complete and precise terms and conditions of the settlement set forth in the Stipulation of Settlement and Dismissal (hereinafter "Stipulation"), attached as Exhibit A;

Upon the reading and filing of the annexed affidavit of Angeline Swinton, the Mother and Natural Guardian of the minor, L.B., sworn to on July 30, 2024, the affidavit of the minor, L.B., also sworn to on July 30, 2024, and the affirmation of BRETT E. ZUCKERMAN, ESQ., of the firm of SWARTZ CULLETON FERRIS, PLLC, attorneys for ANGELINE SWINTON, Individually, ANGELINE SWINTON, as the Mother and Natural Guardian for L.B., L.B., as infant, by his Mother and Natural Guardian Angeline Swinton, also sworn to on July 30, 2024 ("Attorney Affirmation"), and the Stipulation; and

It appearing that the minor L.B. was born on September 6, 2012, and it further appearing

that the best interests of the said minor will be served by settlement and compromise on the terms of the Stipulation, with funds received from the settlement allocated among the Plaintiff as described in the Attorney Affirmation, and due deliberation having been had herein, and upon all past papers and proceedings herein;

NOW, on motion of BRETT E. ZUCKERMAN, ESQ., attorney for the Plaintiffs, it is ORDERED, that the settlement, as set forth in the Stipulation, is hereby approved; and it is further

ORDERED that ANGELINE SWINTON, as the Mother and Natural Guardian of the minor L.B., is hereby permitted to enter into a compromise and settlement of L.B.'s claims under the terms and conditions set forth in the Stipulation; and it is further

ORDERED that attorney for Plaintiffs, SWARTZ CULLETON FERRIS, PLLC, waives any sum to which it would be entitled as compensation for legal services as expressly stated in the Attorney Affirmation; and it is further

ORDERED, that the balance sum of TWENTY-FIVE THOUSAND and 00/100 (\$25,000.00) dollars be paid to ANGELINE SWINTON, as the Mother and Natural Guardian of L.B., representing the said minor's share of the settlement proceeds. This sum shall be deposited in an interest-bearing account in the name of ANGELINE SWINTON, as the Mother and Natural Guardian of L.B., to the credit of said minor, at **CITIZENS BANK, 2063 Frederick Douglass Blvd., New York, New York, 10026** (the "Bank") to be held for the sole use and benefit of the minor jointly with an officer of the Bank in an account paying the highest rate of interest available, until the minor reaches the age of eighteen years; and it is further

ORDERED that no withdrawals from the account shall be made except upon the prior Order of this court which Order shall bear the raised seal of the Court; and it is further

ORDERED, that when the minor L.B. has attained the age of eighteen years, upon

demand therefore, together with presentation of the proper proof of said age, the Bank is directed to pay over to said minor all monies then on deposit in said account, together with any interest accrued thereon; and it is further

ORDERED, that ANGELINE SWINTON, as the Mother and Natural Guardian of the minor L.B., is hereby permitted to enter into a compromise and settlement of L.B.'s claims under the terms and conditions set forth in the Stipulation.

Dated: August 13, 2024
New York, New York



HON. SARAH NETBURN
United States Magistrate Judge